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06/27/2014



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DEPARTMENT OF COMMERCE
Patent and Trademark Office

REC-103668057
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

06/24/14

1. Name of conveying party(ies):
BLIII INTERNATIONAL, LLC

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company _____

Citizenship (see guidelines) Florida

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: City of Miami Beach

Street Address: 1700 Convention Center Drive

City: Miami Beach
State: FL

Country: USA Zip: 33139

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Florida _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :
Execution Date(s) April 29 2014

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text
85904724

B. Trademark Registration No.(s)
4508350

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
MIAMI BEACH

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Alex Duques

Internal Address: 8600 NW 41 Street

Street Address: 8600 NW 41 Street

City: Doral
State: FL Zip: 33166
Phone Number: 305-350-2434
Docket Number: _____
Email Address: cjunco@bizn.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number _____
Authorized ~~06/24/2014~~ KNGUYEN1 00000012 4508350

9. Signature: Marlos Perez
Signature
Name of Person Signing

Date: 4/29/14

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARK APPLICATION AND RIGHTS

THIS ASSIGNMENT OF TRADEMARK APPLICATION AND RIGHTS ("Assignment") is made and entered into effective as of April 29, 2014, by BLIII International, LLC, a Florida limited liability company ("Assignor"), in favor of the City of Miami Beach ("Assignee").

RECITALS

WHEREAS, Destination Brands International, LLC, a Florida limited liability company and an affiliate of Assignor ("Licensee"), and Assignee are parties to a certain License Agreement, dated the 7th day of October, 2013 (the "License Agreement"), pursuant to which Assignee has granted a license to Licensee with respect to certain "Marks" (as such term is defined in the License Agreement);

WHEREAS, Assignor filed applications for registration of the standard character word trademark "MIAMI BEACH" with the United States Patent and Trademark Office (the "USPTO") under Serial No. 85904724 and has obtained U.S. Certificate of Registration No. 4508350 issued by the USPTO (the "Registration"), for use in connection with goods and services relating to non-medicated sun care preparations, non-medicated skin care preparations and hair care preparations (such trademark, the "Assigned Mark");

WHEREAS, Licensee has agreed pursuant to the License Agreement to cause Assignor to assign to Assignee all of Assignor's worldwide rights in and with respect to the Registration and the Assigned Mark, together with all of the goodwill symbolized thereby and associated therewith (all of the foregoing, collectively, the "Mark Rights"); and

WHEREAS, Assignor has obtained and will obtain significant benefit from Licensee's performance of its obligations under the License Agreement, including, without limitation, from the assignment to Assignee of the Mark Rights contemplated by the immediately preceding Recital and, accordingly, for good and valuable consideration, Assignor desires to hereby effectuate such assignment.

NOW, THEREFORE, in consideration of the closing of the transactions under the License Agreement and the foregoing recitals, all of which are true and correct and are hereby made a substantive part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby conveys, transfers and assigns unto Assignee, as successor to the portion of Assignee's business to which the Assigned Mark pertains, all of (a) the Mark Rights, including, without limitation, the Registration and all of the goodwill symbolized thereby and associated therewith; and (b) all claims and causes of action Assignor has or may have in connection therewith.

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2. Recordation and Further Actions. Assignor authorizes the USPTO and any other national, federal and state government officials to record and register this Assignment upon request by Assignee.

IN WITNESS WHEREOF, Assignor has duly executed, acknowledged and delivered this Assignment as of the date first set forth above.

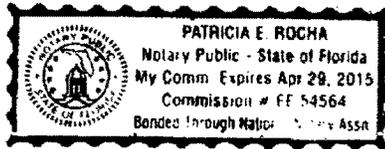
ASSIGNOR:

BLIII INTERNATIONAL, LLC

By: [Signature]
Name: Marcos A. Perez
Title: President

SWORN TO, ACKNOWLEDGED AND SUBSCRIBED before me this 29 day of APRIL, 2014, by MARCOS PEREZ, who is personally known to me or who has produced _____ as identification.

(Notarial Stamp)



[Signature]
Notary Public
Print Name: PATRICIA ROCHA

[SIGNATURE PAGE TO ASSIGNMENT AND AGREEMENT REGARDING TRADEMARK APPLICATION AND RIGHTS.]

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